

**ADDENDUM TO
SEIU, Local 2001, CSEA
GROUNDS MAINTENANCE AGREEMENT**

**Provisions Relate Solely to the
Parking Monitor Classification**



Unless specifically included within the scope of this Addendum Agreement there are no past practices. Other provisions which may be included within the Grounds Maintenance Contract shall not be applicable to this group of employees.

Application of Agreement

This Agreement shall apply solely to Parking Monitors who are employees of the Town of West Hartford. It specifically excludes clerical employees, supervisors, professional employees, part-time employees who work less than twenty (20) hours per week, seasonal employees working fewer than sixteen (16) weeks per year, and employees who work less than nine hundred (900) hours per year, employed by the Town of West Hartford.

ARTICLE I

Recognition, Security and Definitions

1.0 SEIU, Local 2001, CSEA is recognized as the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.1 The term "Employer" shall mean the Town of West Hartford, a municipal employer as defined in the Municipal Employee Relations Act. The term "Union" shall mean SEIU, Local 2001, CSEA. The term "Employee" shall mean every hourly rated person employed by the Employer as defined in the Application of Agreement.

ARTICLE II

Union and Town Security

2.0 The Town agrees that, upon written authorization of any employee in the bargaining unit, as defined in Article I, it will make a monthly deduction from the wages of such employee of an amount authorized by him for the purpose of paying Union dues or initiation fees or making deposits in a credit union. Such deduction shall be discontinued only in the event of termination of the employee's services or upon his written request. All such requests shall be on forms provided by the Town, and shall be submitted at least thirty (30) calendar days before they are to become effective. No refund will be made to any employee in the event of his failure to comply with this provision. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.

2.1 All members of the bargaining unit shall, as a condition to continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after the employee's date of hire in the bargaining unit, whichever occurs later. The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein

referred to have been illegally deducted, or for any liabilities which may rise from the Town's having complied with or enforced this provision.

2.2 The total amount deducted each month in accordance with the provisions of Article II will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

2.3 The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Director of Financial Services within ninety (90) calendar days after the date such deductions were or should have been made.

2.4 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

ARTICLE III

Management Rights

3.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Town's operations.

- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h) To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- i) To create job specifications and to revise existing job specifications.

3.1 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE IV

Grievance Procedure

4.0 No permanent employee shall be discharged, reduced in rank or compensation, or suspended without pay or disciplined in any other manner except for just cause.

Whenever any employee is so disciplined, the Department Head or his designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of his discipline, whichever comes sooner. Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date of issue, and records of disciplinary suspension shall not be used against an employee after five (5) years from the date of issue.

4.1 In addition, copies of all written warnings, letters of reprimand, and records of disciplinary suspension shall be mailed to the Union's Field Representative. Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand

after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

4.2 A grievance shall mean a complaint by an employee or group of employees or the Union that, as to him, her, them, or it, there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement.

4.3 Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section.

Step 1: The aggrieved shall first submit his grievance in writing to his division manager within ten (10) days after the occurrence giving rise to the grievance, the Contract provisions in questions, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. If such grievance is not resolved to his satisfaction within four (4) days after such submission, then within ten (10) days after the original submission to the division manager, the Union shall submit such grievance to the department head. Within seven (7) days after said department head receives such grievance, he or his designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or his designated representative shall give the Union his answer to the grievance in writing seven (7) days after hearing such grievance.

Step 2: If it is not satisfied with the answer of the Department Head or his designated representative to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Town Manager. Within seven (7) days after said Town Manager receives such grievance, he or his designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his designated representative shall give the Union his answer to the grievance in writing within seven (7) days after he hears such grievance.

Step 3: If either the Town or the Union is not satisfied with the decision of The Town Manager or designee on any grievance, either party may within ten (10) days after receipt of such decision, submit such grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the American Arbitration Association at the option of the Town. If the Town elects to use the American Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.

- 4.4 The time limits provided for in Section 4.3 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.
- 4.5 Beginning at Step 2, all grievances and answers thereto shall be set forth in writing.
- 4.6 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 4.3 of this Article, shall not exceed two (2) at any one time, unless the attendance of additional witnesses is required.
- 4.7 Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself in Steps 1 and 2 of these procedures.
- 4.8 The Union business agent may submit a written request for specific factual information, as related to a disciplinary action case, from the division manager. The division manager will make such requested data available to the business agent.
- 4.9 Failure at any step to appeal shall be considered acceptance of the decision required.

ARTICLE V

Holidays

- 5.0 The following holidays shall be identified as "major holidays" and observed as days off with pay:

New Years Day	(January 1)
Easter Sunday	(the Sunday after the Town-recognized Good Friday holiday)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Last Thursday in November)
Christmas Day	(December 25)

- 5.1 For purposes of determining whether an employee has or has not worked on a holiday, the holiday will be deemed to commence at 12:00 a.m. on the date the holiday is observed and end twenty-four (24) hours later.
- 5.2 Employees who are not required to work their regularly scheduled shift on a day observed as a holiday, because of the holiday, they shall receive eight (8) hours' pay at his/her regular hourly rate of pay.

5.3 An employee who is scheduled to work and actually does work on any of the seven days observed as a “major holiday” shall be paid at two times his/her regular hourly rate of pay for all hours actually worked on that day, in addition to eight hours regular holiday pay.

5.4 An employee who is scheduled to work on the day observed as a holiday and who does not report to work shall be ineligible for holiday pay under this Article for that holiday.

5.5 If the municipal parking operation is closed on any other observed holiday, i.e., Martin Luther King Day, Lincoln’s Birthday, Good Friday, Washington’s Birthday, Veterans’ Day, or Columbus Day, and the employee is regularly scheduled to work on that day, then the employee shall receive eight (8) hours’ pay calculated at the regular hourly rate of pay.

5.6 In addition to the major holidays listed in Section 5.0 above, an employee shall also be granted a floating holiday as a Birthday Holiday. An employee’s floating holiday with pay shall be taken during each fiscal year at a time mutually agreed to between the employee and their immediate supervisor. Under no circumstances shall the floating holiday be carried over to another fiscal year if not taken, nor will the employee receive premium pay for working on their birthday.

5.7 Any employee who leaves Town service for any reason shall repay the Town if they have taken their floating (birthday) holiday before having earned such day (their birth date). As an option the employee may elect to subtract the unearned day from any accumulated vacation days the employee has due them at separation.

ARTICLE VI

Vacation

6.0 Annual vacation leave with pay shall be earned by all classified employees as follows:

Less than four full years of service	- 5/6 day per month (Two weeks)
Four but less than fourteen full years	- 1-1/4 days per month (Three weeks)
Fourteen but less than twenty four full years	- 1-2/3 days per month (Four weeks)
Twenty-four or more full years	- 2-1/12 days per month (Five weeks)

6.1 One year's vacation accrual shall be posted to each employee’s credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at the appropriate rate for the employees' length of

service, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire.

6.2 For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. Leave of absence without pay will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months of service; employees shall have their accrual of such leave computed from the date of their original appointment. Accrued, but unused, vacation leave shall be paid to an employee or his estate upon death, resignation in good standing, retirement or layoff. An employee shall be considered to resign in good standing only if he notified his Department Head of such resignation at least ten (10) calendar days in advance of his last day of service.

6.3 The vacation pay shall be computed at the straight hourly rate and shall be based on the forty (40) hour work week of the employee. Vacation weeks shall run from Sunday through Saturday.

6.4 Employees may take their vacation leave, in accordance with schedules established by the Department Director or designee, throughout the fiscal year. The Department Director or designee may, however, limit the number of employees on vacation at any one time because of the operating requirements of the division.

6.5 During the period January 1 through January 31 of each calendar year, an employee may submit, in writing, to the Department Head, or designee, the vacation dates the employee desires to schedule for that calendar year. The Department Director, or designee, will approve or deny such requests in writing not later than March 1 of the calendar year. If, during the vacation request period, it is identified that there is a conflict concerning the choice of vacation weeks between employees, the employee with the greatest seniority with the Town shall be given preference.

6.6 Vacation requests received after January 31 shall be approved or denied in the order in which they are received by the Department Director or designee, and shall not be subject to bumping by seniority.

6.7 Notice and authorization for vacation leave of less than one week shall be submitted with a minimum of two weeks notice, when practicable.

ARTICLE VII

Sick Leave

7.0 Sick leave shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed only in case of necessity arising from actual

sickness or disability of the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures.

7.1 Sick leave with pay shall accrue to the credit of each employee as follows, to the restrictions listed below:

(a) Sick leave with pay shall accrue to the credit of each employee at the rate of one and one-quarter (1-1/4) working days for each full month of service to a maximum of one hundred fifty (150) working days. Sick leave shall not accrue more than the maximum of one hundred fifty (150) days.

One year's sick leave accrual (i.e., 15 days) shall be posted to each employee's credit, up to the maximum of one hundred fifty (150) days, with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down at a rate of one and one-quarter (1 1/4) days, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulations of sick leave said repayment shall be first subtracted from prior accumulated sick days.

(b) No provision of these rules is to be construed as preventing any Department Head, with the concurrence of the Town Manager, from withholding sick leave for just cause from any employee under his jurisdiction. An employee with a temporary physical restriction because of an illness or injury may be granted permission to return to restricted duty in the discretion of the Department Head, after consideration of the circumstances, such as the nature, extent and duration of the limitation, the needs of the Department, the work history of the employee, and medical documentation. Such permission shall not be unreasonably withheld.

(c) Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the employee's Department Head, the Personnel Director, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.

(d) In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave, has been submitted to the division manager. However, if the division manager feels an employee has been abusing sick leave by requesting such leave without justification, he may require such a certificate for future sick leave of any duration. He shall so notify the employee in writing, with a copy to the Union, stating in his letter the reasons for the requirement. After ninety (90) days,

the requirement will automatically terminate, unless the division manager can show cause for its continuation. Any licensed practitioner's certificate requested under this Section shall be taken at face value.

(e) Sick leave shall not accrue during any leave of absence without pay.

(f) If an employee is unable to report for work because of sickness, it shall be his responsibility to notify his supervisor at the start of his shift. Whenever possible, such notification shall be made by the employee personally; otherwise, by a person designated by him. The notification shall include the general nature of the illness, and an estimate of the length of absence. In the event of hospitalization or confinement for a known period of time, the original notification of absence shall be sufficient. When on extended sick or injured leave, employee shall keep their supervisor informed at least weekly of their progress and possible date of return to duty.

(g) Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year for illness or incapacity in the employee's immediate household in cases where the presence of the employee is essential, which shall include illness or incapacity of the employee's domestic partner.

An employee may utilize up to ten (10) additional days accrued sick leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

(h) No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than two (2) weeks prior to the beginning of the shift for which leave is requested, except in case of emergency or other unforeseen circumstances arising after such time limit has passed. If necessary, the division manager or his designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the division. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

(i) In cases of sick leave of less than one (1) full working day, an employee's accrued sick leave shall only be charged to the nearest full hour of absence from work.

ARTICLE VIII

Other Leave

8.0 When death occurs in an employee's immediate family, funeral leave will be granted by the Director in accordance with the following schedule:

- Up to 5 days leave for employee's mother, father, spouse, child, sister, brother, domestic partner;
- Up to 5 days leave for spouse's mother, father, children;
- Up to 3 days leave for employee's grandparent, grandchild;
- Up to 3 days leave for spouse's sister, brother, grandparent, grandchild;
- 1 day leave for employee's aunt, uncle

Exceptions to this provision will be referred to the Employee Services Director.

Documentation of need and propriety may be required at the discretion of the Director.

8.1 Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

- 1) Jury duty.
- 2) Any other required appearance before a court or other public body except where the employee is a litigant.
- 3) Participation in short-term military training in Federal Reserve or National Guard, not to exceed two (2) weeks in any calendar year.
- 4) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.
- 5) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority.

In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, his Town salary shall be reduced by that amount for the duration of the leave.

8.2 Employees shall be granted leave without pay for the duration of military service and shall be returned to their original position or to one similar in pay and duties upon their separation from such military service provided they return to the Town service within ninety (90) days of their separation from the military service or from hospitalization arising from such service.

8.3 Employees may be granted other leave without pay at the discretion of the Director with the concurrence of the Personnel Director when, in his opinion, the Town service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

ARTICLE IX

Insurance and Retirement Plans

9.0 Health Insurance

A. The Town will maintain, on behalf of Town employees, a group health PPO plan in accordance with the Town Health Plan Summary Plan Description.

B. Each member of the bargaining unit shall contribute three percent (3%) of the employees' annual earnings calculated from their base pay rate toward the cost of their health benefit.

C. Employees shall have the option of being covered by either the Town Health Plan, Kaiser Permanente Health Maintenance Organization or the ConnectiCare HMO program. For those employees who choose HMO membership, the employee shall pay toward their health benefit an amount computed in the same manner as stated in Section 9.0 (B) of this Article, plus any cost in excess of the coverage for the Town Plan. Any such excess cost shall be paid by the employee through payroll deductions. The Town assumes no responsibility for the administration of the HMO plans, nor for any aspect of its operation, including eligibility, cost, coverage, or delivery of health services.

D. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances may be made at any time.

E. Upon death of an active employee, medical benefits shall continue, for a period of 36 months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.

F. The Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employees' taxable income as provided by law.

G. The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and agree that it be exempted from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements except certification.

9.1 **Prescription Drug Program**

A. The Town will maintain a prescription drug program, on behalf of Town employees, in accordance with the following:

1. co-pay of \$5-generic; \$15 for single source drugs; \$30 for brand name drugs;
2. network of providers;
3. no maximum benefit;
4. mail order co-pays of \$10 for generic drugs; \$25 for single source drugs; and \$30 for brand name drugs. Mail order (90-day supply) is required for maintenance medications.
5. out-of-network benefits shall be provided with a 20% employee co-pay with a minimum of \$5 for generic drugs, \$15 for single source drugs and \$30 for brand drugs and no mail order.
6. prescription drug contraceptive methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute.

9.2 **Life Insurance**

The Town shall participate in a group life insurance plan and provide a policy for active, full time employees in the amount of fifty thousand (\$50,000) dollars. The Town will pay the cost of such insurance for each participating employee. There is no continuation of life insurance coverage at retirement.

9.3 **Vision Care**

The Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment A.

9.4 **Dental Coverage**

The Town shall provide a full service dental plan as outlined in Attachment B. Each bargaining unit member may participate and pay 25% of the fully insured rate toward the cost of individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll dependents may do so at their own expense by authorizing monthly payroll deductions covering 50% of the additional cost for such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants for twelve (12) months. Eligible dependents are covered to age 19, or age 25, if full time students. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

9.5 Long Term Disability

The Town shall provide for active employees disability insurance coverage with the following features: 180 day waiting period, benefit of 60% of pay with \$3,000 monthly maximum and with offset for any other disability income, benefits to age 65, disability defined as unable to engage in own occupation for first 2 years and unable to engage in any occupation thereafter.

9.6 Pension Plan

A. The Town shall continue the present pension coverage for Parking Operation employees for the duration of the Agreement. Any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.

B. All active employees in the bargaining unit shall contribute, 3.0% of their gross earnings to the Pension fund.

Whenever an employee hired on or after July 1, 2003 reaches 35 years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to 2.0% of their gross earnings.

C. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.

D. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall reflect the following:

AVERAGE FINAL COMPENSATION - The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. The average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.

E. For bargaining unit members who are Part B members of the Pension Plan, provisions of the Pension Ordinance related to Disability Pensions, as a result of workplace injuries, shall be:

1. An employee with less than ten (10) years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be

eligible to receive a disability pension.

2. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar for every two dollars of earned income, once earned income plus disability pension benefit equals the employee's annual base salary, determined at the time of disability. Earned income shall be defined as adjusted gross income on federal income taxes that include, but not be limited to, wages, long term disability payments, workers compensation payments, etc.

An employee who qualifies for a disability pension, who is offered alternate employment with the Town shall remain a member of Part B of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his/her former position, and had received the salary increase uniformly applicable to his/her former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit they belonged at the time of the injury.

F. Each calendar year, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed 2% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.

ARTICLE X

Wages

- 10.0 The pay schedule below reflects the hourly rate of compensation for the Parking Monitor classification to become effective as specified:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
July 1, 2008	\$15.41	\$15.87	\$16.35	\$16.84	\$17.34	\$17.86	\$18.40
July 1, 2010	\$15.68	\$16.15	\$16.64	\$17.13	\$17.64	\$18.17	\$18.72
January 1, 2011	\$15.95	\$16.43	\$16.93	\$17.43	\$17.95	\$18.49	\$19.05
July 1, 2011	\$16.23	\$16.72	\$17.23	\$17.74	\$18.26	\$18.81	\$19.38
January 1, 2012	\$16.51	\$17.01	\$17.53	\$18.05	\$18.58	\$19.14	\$19.72
July 1, 2012	\$16.80	\$17.31	\$17.84	\$18.37	\$18.91	\$19.47	\$20.07
January 1, 2013	\$17.09	\$17.61	\$18.15	\$18.69	\$19.24	\$19.81	\$20.42

- 10.1 When an employee has completed twelve (12) months of service, he or she will be eligible for a merit review as defined in Section 10.2, on the employee's eligibility date, providing they meet the conditions set forth in Section 10.2 and 10.3 of this Article.

10.2 The Town reserves the right to grant annual merit pay increases. Normally, the employee shall be eligible for a merit review after twelve (12) months at the previous level. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Director. Merit salary adjustments shall be given only upon certification by a Department Director that the employee has maintained a consistently high level of performance. If, after such notice, the employee's performance does not improve, his/her merit adjustment may be withheld until the Director has determined the employee's performance warrants a merit adjustment. When an adjustment is withheld, the employee shall be notified in writing of the reasons for such action and shall have the right to challenge the decision by means of the grievance procedure.

10.3 The normal probationary period for all employees in the bargaining unit shall be six (6) months. However, the normal probationary period may be extended by the Department Head for a period not to exceed an additional six (6) months. Should the probationary period be extended, there shall be no adjustment in salary as provided in Section 10.1.

10.4 If an employee is required to work a higher classification than his/her regular classification, the employee shall receive a rate at least five percent (5%) above his/her regular hourly rate; but in no event shall he/she receive more than the highest rate in the salary range for the higher classification.

ARTICLE XI

Hours of Work and Overtime

11.0 The regular work week shall consist of forty (40) hours per week, eight (8) hours per day, on five (5) consecutive days, with two (2) days off. Shifts assignments may be rotated at quarterly.

11.1 Employees may practice gratuitous exchange of time. Any change proposals must be submitted to the Manager for approval in advance. The Manager is not required to grant the request.

11.2 Work in excess of forty (40) hours per week will constitute overtime and be paid at one and one half (1 ½) times the employee's regular hourly rate.

11.3 For the purpose of computing overtime hours in excess of the basic workweek, hours paid for but not worked, on holidays or any other approved leave with pay, shall be counted as hours worked.

11.4 Shift assignments and shift starting times shall not be changed by the Manager without one (1) week's advanced notice to the affected employees.

11.5 There will be no overtime paid for hours worked on Holidays unless the hours worked are in excess of forty hours in the work week, except as provided in Article V, Section 5.3.

11.6 Employees may not elect to receive compensatory time off in lieu of overtime pay for any overtime hours worked.

11.7 An employee called in for emergency work, as determined by the Town, shall be paid at one and one-half (1 ½) times his/her regular rate of pay for actual hours worked, but not less than the equivalent of four (4) hours of his/her regular hourly rate of pay.

11.8 An employee shall be deemed to have been "called in" only when he is notified, after finishing his/her preceding regular shift, of work to be done. If s/he receives such notice before finishing his/her shift, s/he shall be deemed to have worked continuously, for purposes of this Section. Only hours between his/her regular quitting time and two (2) hours before his/her next day's starting time are subject to the call-in provision during the regular work week.

11.9 Once an employee has been called in, s/he shall be considered to be available for work for the next four (4) hours; and if s/he is called back to work more than once within such four (4) hour period, s/he shall not be entitled to a second four (4) hour straight time minimum. However, if the second call-in extends beyond the end of the original four (4) hour period, all work thereafter shall be compensated at time and one-half.

ARTICLE XII

Rules and Practices

12.0 The parties agree that reasonable safety standards shall be observed on the job, as required by OSHA or other authorities. The Town shall provide required safety equipment. All employee are required to wear their uniforms, shoes and safety equipment (as required) while on duty unless excused by medical certification or other circumstances beyond their control.

12.1 Both parties agree not to discriminate against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability, as stated by Town Policy and Personnel Rules.

12.2 The Town shall provide Workers' Compensation Insurance in accordance with statutory requirements.

12.3 The Town shall provide full financial assistance for required educational courses and training programs which are job-related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be

provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adapt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably. In order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above. One-quarter of total reimbursement will be paid upon completion with a satisfactory grade, and the remainder will be reimbursed at the rate of \$100 per month thereafter. Monthly payments shall end when the employee has been reimbursed the full amount to which he or she is entitled under the tuition reimbursement program, or when he or she leaves the Town service, whichever comes first.

12.4 Meal and break periods will be in accordance with current Parking Operations Policy.

ARTICLE XIII

Uniforms

13.0 Uniform shirts (5 summer polo-type collared shirts and 5 long sleeve oxford shirts) shall be provided by the Town and will be returned to the Town if the employee leaves the Town's service for any reason.

- a) The employee shall not wear jeans or other denim pants nor shall the employee wear sneakers. Business attire will be the acceptable standard, as determined and delineated by the Manager of Parking Operations.
- b) The employee shall be responsible for cleaning uniforms.
- c) The Town shall furnish each employee with one (1) winter jacket with hood and will be replaced as needed based on an inspection.
- d) The Town will furnish one (1) set of foul weather gear for each employee as needed. Foul weather gear shall be replaced on inspection, but such items remain the property of the Town.
- e) The Town will provide whatever safety equipment the Town deems necessary for the personal use of the employees. The Town will replace all such safety equipment which is worn out or damaged.

ARTICLE XIV

Seniority and Layoffs

14.0 Every employee who is legally appointed as a result of certification from an appropriate eligible list and who holds a regular appointment by virtue of successful completion of his probationary period and every person currently employed by the Town at the time these rules take effect shall have tenure of employment in the classified service during meritorious service, except as otherwise provided in these rules.

14.1 Order of Lay-off. (1) Temporary employees shall be laid off before probationary employees and probationary employees before regular employees. Regular employees shall be laid off according to seniority within their respective classes and departments, the most recently appointed employee to be laid off first. (2) No employee laid off shall have any right or precedent over any other regular employee in the same class working in another department not involved in the lay-off.

14.2 Notice of Lay-off. In every case of lay-offs, the appointing authority shall give written notice ten (10) working days in advance of his action to the Personnel Director and the employee, and shall certify therein that the lay-off is for reasons not reflecting discredit on the employee.

14.2 Return of Lay-off Names to Eligible Lists. The names of regular employees laid off shall be placed on the appropriate reemployment lists according to seniority for the class in which the lay-off occurred unless the employee indicates in writing to the Personnel Director that he is no longer interested in employment. The names of probationary employees who are laid off shall be restored to their former position on the eligible list from which certification was made and the names of such employees shall not be placed on the reemployment list.

14.4 If an employee is to be laid off because of a reduction in the number of positions in a given classification or because of displacement by a more senior employee, such an employee shall be eligible for severance pay at the rate of one week's pay for each full year of continuous employment within a position in the bargaining unit up to three (3) years, and one-half week's pay for each full year of continuous employment within a position in the bargaining unit thereafter. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit.

ARTICLE XV

Miscellaneous

15.0 Family Medical Leave will be in accordance with Town of West Hartford Policy.

15.1 Direct Deposit of Pay is a condition of employment.

15.2 There shall be no use of tobacco products in any town vehicles, town facilities or while performing any job function.

15.3 Neither the Employer nor the Union shall be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, neither the Employer nor the Union is bound by any past practice of the Employer, or understandings, unless such past practices or understandings are specifically stated in this Agreement.

ARTICLE XVI

Duration

16.0 This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.

16.1 This Contract shall be in full force and effect from July 1, 2008 to June 30, 2013, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the execution of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this agreement.

16.2 Between the first day of January and first day of February, 2013, either party may notify the other that it wishes to amend or modify the Contract as of July 1, 2013. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.


IN WITNESS WHEREOF, the parties hereto have set their hands on this 6th day of May, 2010.

TOWN OF WEST HARTFORD

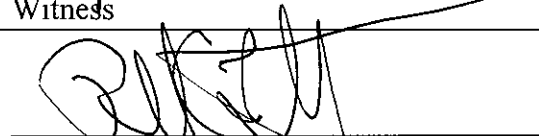
CSEA, Local 2001, SEIU



Ronald Van Winkle, Town Manager




Charles Fabian, Staff Representative


Witness

Witness


Witness


Witness

Attachment A Town of West Hartford Outline of Basic Vision Care

Attachment B Town of West Hartford Outline of Dental Benefits

Attachment C Town of West Hartford Health Plan

**Attachment D Town of West Hartford and SEIU Agreement Related
to Family and Medical Leave**

MOU - Handling of Incumbents' Wages

Town of West Hartford Outline of Basic Vision Care
For active employees and eligible dependents only

Attachment A

Benefit Schedule		In - Network	Non-Network
Eye Examinations Comprehensive eye examination performed by Ophthalmologist Comprehensive eye examination performed by Optometrist Benefit frequency - Ages 6 and over		100% 100% once every 12 months	\$35 reimbursement \$35 reimbursement once every 12 months
		100% 100% 100% 100% once every 18 months	\$25 reimbursement \$40 reimbursement \$55 reimbursement \$80 reimbursement once every 18 months
Standard Lenses (per pair) Single Vision Bifocal Trifocal Lenticular Benefit frequency			
Contact Lenses (per pair) Medically necessary Elective Selection Benefit frequency		100% 100% up to \$75. once every 18 months	\$165 reimbursement \$50 reimbursement once every 18 months
Frames Standard frames (as defined by provider) Benefit frequency		100% up to \$75. once every 18 months	\$50 reimbursement once every 18 months

Town of West Hartford Outline of Dental Benefits

Attachment B

Calendar Year Deductible	
Individual Deductible	\$50.00
Family Deductible	\$150.00
Preventive Services (No Deductible)	100%
Exams, Cleanings, Bitewing X-Rays (2 per calendar year)	
X-rays, full mouth series or panoramic (1 per 3 years)	
Fluoride Treatment	
(1 per calendar year for children up to age 19)	
Space Maintainers (to age 14)	
Sealants (1 st and 2 nd permanent, decay-free molars, to age 16)	
Basic Services (After Deductible)	100%
Fillings, Extractions, Root Canals (Endodontics)	
Periodontal, Oral Surgery	
Repair of Dentures & Removable Prosthodontics	
Major Services (After Deductible)	50%
Crowns & Gold Restorations	
Bridgework, Full & Partial Dentures	
TMJ	
Orthodontics (Dependent Children)	50%
Calendar Year Maximum (Per Person)	\$2,000.00
Orthodontics Lifetime Maximum (Per Person)	\$2,000.00
Dependent Children are covered to age 19 (25 if full-time student)	

- ✚ Participating Dentists agree to pre-file their usual fee for each procedure performed, and accept the lesser of their actual charge, their filed fee, or the carriers established UCR as payment in full.
- ✚ This provides guaranteed co-payment levels and a consistent level of charges to employees.
- ✚ Claims for non-network providers' services are paid based on the lesser of the dentist's actual charge or the prevailing fee as determined by the carrier.

GENERAL HOSPITAL	IN NETWORK	OUT OF NETWORK * R & C = Reasonable & Customary
Inpatient Hospital Semi-Private Room & Board and Ancillary Charges	Paid in full	Paid at 80% of R&C after \$200 co - pay for each admission.
Emergency Room	Paid in full after \$25 per visit co – pay (co –pay is waived if admitted)	Paid at 80% of R&C after \$75 per visit co - pay. (co-pay waived if admitted)
Maternity/Obstetrical Care Newborn Delivery charges & other services for mother & child.	Paid in full	Paid at 80% of R&C after \$200 co - pay for each admission.
Specialty Hospital - maximum of 60 days in a calendar year.	Paid in full for up to 60 days then the balance considered an out of network benefit - subject to deductibles and co-insurance up to \$1,000,000 maximum.	Paid at 80% of R & C after \$200 co -pay for each admission.
Mental & Nervous Condition (Inpatient Care) Maximum of 60 days in calendar year 120 days of partial confinement.	Paid in full	Paid at 80% of R&C after \$200 co - pay for each admission.

Prescription Drug and Health Plan Provisions

Attachment A

	IN - NETWORK		OUT OF NETWORK
Alcohol treatment (Inpatient Care) Maximum of 45 days in calendar year 90 days of partial confinement	Paid in full		Paid at 80% of R&C after \$200 co-pay for each admission.
Drug Treatment (Inpatient Care) Maximum of 60 days in calendar year 120 days of partial confinement.	Paid in full		Paid at 80% of R&C after \$200 co-pay for each admission.
OUTPATIENT HOSPITAL	IN NETWORK		OUT OF NETWORK
			* R & C = Reasonable & Customary
Surgical Facility Pre-admission testing, kidney dialysis treatment, chemical & radiation therapy.	Paid in full		Paid at 80% after \$250.00 deductible is met.
Accident	Paid in full		Paid at 80% of R&C after \$250 deductible is met.

Prescription Drug and Health Plan Provisions

		IN NETWORK	OUT OF NETWORK
Surgical Expense		Paid in full	Paid at 80% of R&C after \$250.00 deductible is met.
Anesthesia administration		Paid in full	Paid at 80% of R&C after \$250.00 deductible is met.
Physician visits (non-surgical) In hospital		Paid in full	Paid at 80% of R&C after \$250.00 deductible is met.
Physician visits (home or office)		Paid in full after \$15 per visit co-pay. (no maximum benefit)	Paid at 80% after \$250.00 deductible and \$15 co-pay is met. (no maximum benefit)
Initial diagnostic visit for mental or nervous condition		Paid in full after \$50 co-pay.	Paid at 80% of R&C after \$250.00 deductible and \$15 co-pay is met.
Physician emergency		Paid in full	Paid at 80% of R&C after \$250.00 deductible is met.
Non- surgical, hospital outpatient care			
Laboratory and X-Ray Examination		Paid in full	Paid at 80% of R&C after \$250.00 deductible is met.
Radiotherapy, Radioisotope and Chemotherapy		Paid in full	Paid at 80% of R&C after \$250.00 deductible is met.

		IN NETWORK	OUT OF NETWORK
Hospice Care Services <ul style="list-style-type: none"> • Room & Board • Other Svcs. & Supplies • Part-time nursing care • Counseling for patient • Bereavement Counseling 		<p>Paid in full up to R & C for patient who is diagnosed with terminal illness with six months or less to live.</p>	<p>Paid at 80% of R & C after \$250.00 deductible is met for patient who is diagnosed with terminal illness with six months or less to live.</p>
Special Services <ul style="list-style-type: none"> * Physical & Occupational Therapy * Chiropractic 		<p>Paid in full up to 50 combined visits per calendar year for chiropractic, physical and occupational therapy, after \$15 per visit co-pay. Once 50 visits are exceeded, a treatment plan must be submitted. If medical necessity is determined, the Plan will then provide coverage under the out network benefit, subject to deductibles and coinsurance.</p>	<p>Paid at 80% of R&C for 50 combined chiropractic, physical and occupational therapy visits per calendar year after \$250.00 deductible and \$15 co-pay per visit is met.</p>
<ul style="list-style-type: none"> * Prosthetic appliance * Durable Medical Equipment 		<p>Up to \$1,500 per year paid at 100% if purchased or rented through Aetna network – balance considered under out of network benefit subject to deductibles and co-insurance.</p>	<p>Paid at 80% of R&C after \$250.00 deductible is met up to \$1,500 per year.</p>

<p>Ambulance Emergency</p> <p>Non-emergency</p>	<p>IN NETWORK</p> <p>Paid in full for emergency Transportation, including air Ambulance, to and from a hospital.</p> <p>Paid at 80% after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.</p>	<p>OUT OF NETWORK</p> <p>Paid in full for emergency transportation, including air ambulance, to and from a hospital.</p> <p>Paid at 80% after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.</p>
<p>GENERAL WELLNESS CARE</p>	<p>IN NETWORK</p>	<p>OUT OF NETWORK</p> <p><i>* R & C = Reasonable & Customary</i></p>
<p>Pediatric Care (Birth - 1 yr.)</p> <p>Age 1 through 5</p>	<p>Paid in full for eight routine examinations per year, includes routine testing, immunizations, hearing and eye examinations.</p> <p>Paid in full for seven routine examinations per year. Includes: routine testing, immunizations, hearing and eye examinations</p>	<p>Paid at 80% of R&C after \$250.00 deductible is met, for eight routine examinations, includes routine testing, immunizations, hearing and eye examinations.</p> <p>Paid at 80% of R&C after \$250.00 deductible is met, for seven routine examinations, includes routine testing, immunizations, hearing and eye examinations</p>

PREVENTIVE HEALTH CARE	IN NETWORK	OUT OF NETWORK
<p>Age 6 thru 21</p> <p>Age 22 thru 39</p> <p>Age 40 and over</p>	<p>Paid in full for one exam per Calendar year</p> <p>Paid in full for one exam every two years</p> <p>Paid in full for one exam per calendar year.</p>	<p>One exam per calendar year paid at 80% of R&C after \$250.00 deductible is met.</p> <p>One exam every two years</p> <p>Paid at 80% of R&C after \$250.00 deductible is met.</p> <p>One exam per calendar year paid at 80% of R&C after \$250.00 deductible is met.</p>
<p>Routine Immunizations and Injections (Shots to prevent disease)</p>	<p>Paid at 100% after \$15 per visit co-pay. (Excludes work or travel related expenses or charges).</p>	<p>Paid at 80% after \$250.00 deductible and \$15 co-pay is met (Excludes work or travel related expenses or charges).</p>
<p>Mammogram Ages 16 through 39</p> <p>Ages 40 and older</p> <p>Hearing Exam Age 6 and older</p>	<p>Paid in full for two baseline mammograms for ages 16 to 39, unless medical necessity as prescribed by a physician requires more than two baseline mammograms during this age period.</p> <p>Ages 40 and over one baseline mammogram per calendar year paid in full.</p> <p>Paid in full for one exam every two years.</p>	<p>Two baseline mammograms for ages 16 to 39 paid at 80% of R&C after deductible is met, unless medical necessity as prescribed by a physician requires more than two baseline mammograms during this age period.</p> <p>Ages 40 and over one baseline mammogram per calendar year paid at 80% of R&C after deductible is met.</p> <p>Paid at 80% of R&C after \$250.00 deductible is met for one exam every two years.</p>

OTHER BENEFITS		IN NETWORK	OUT OF NETWORK * R & C = Reasonable & Customary
Stress Test		One examination per calendar year paid in full.	Paid at 80% of R&C after \$250.00 deductible is met for one examination per calendar year.
Gynecological Exam/Pap Smear Ages 16 and over		One examination per calendar year paid in full.	Paid at 80% of R&C after \$250.00 deductible is met for one examination per calendar year.
Electro-Shock Therapy		Paid in full for up to 15 per calendar year.	Paid at 80% of R&C after \$250.00 deductible is met for up to 15 per calendar year.
Home Health Care visits		Paid in full for 240 visits, including 80 by Home Health Aide, then 40 additional visits paid at 80% after \$250 deductible.	Paid at 80% of R&C after \$250.00 deductible for 240 visits, including 80 by Home Health Aide.
Outpatient Mental/Nervous (including drug & alcohol outpatient services) No maximum, effective October 2009 (Mental Health Parity Act)		Paid in full after \$15.00 co-pay per visit	Paid in full at 100% of R & C, after \$15.00 co-pay per visit.
Walk-In Clinic		Paid in full after \$15 per visit co-pay.	Paid at 80% of R&C after \$250.00 deductible is met.

Eligible Dependents:

The term “eligible dependent” means the following:

- Your wife or husband;
- Your unmarried children under the age of 25 who live with you in a parent-child relationship and who are mainly dependent upon you for support
- Also includes foster children, stepchildren and adopted children (including a child for whom legal adoption proceedings have been started.) However, you must provide documentation such as adoption papers or a court order appointing you as the legal guardian, in order for such a child to be considered an eligible dependent.
- The child of unmarried parents will be considered to be a dependent of the parent who has custody of the child unless documents establishing other legal responsibility for the child’s care and support are received by the plan Administrator.
-

- The plan has been amended for the definition of physician services to include **Naturopaths and Acupuncturists** as providers.

- Office visits provided by Naturopathic physicians will be covered. Ancillary charges (i.e. nutritional supplements, supplies, etc.) are excluded.
- Office visits provided by Acupuncturists and acupuncture will be covered. Ancillary charges are excluded.

Out of Network (In-State) Co-Pays

- Emergency Room
 - Hospital Admission
 - Skilled Nursing Facility
- | | |
|---------------|-----------|
| Per visit | \$ 75.00 |
| Per admission | \$ 200.00 |
| Per admission | \$ 200.00 |

Deductibles

- Calendar Year Deductible (for all other expenses)
excludes expenses not covered, co-pays, penalty payments
and co-insurance payments.
- | | |
|----------------------|--|
| Per individual | \$250.00 |
| Per individual + one | \$500.00 (\$250 per individual, not to exceed \$500 total) |
| Per family | \$750.00 (\$250 per individual, not to exceed \$750 total) |

Maximum out of pocket

Individual	\$1,600 per calendar year
Individual + one	\$3,200 per calendar year (\$1,600 per individual, not to exceed \$3,200 total)
Family	\$5,000 per calendar year (\$1,600 per individual, not to exceed \$5,000 total)

The following will not count toward the Out of Pocket maximum:

- ↓ Expenses related to the treatment of Mental and Nervous, Drug and Alcohol conditions or for bereavement counseling
- ↓ The amount of any reduction in benefits due to the non-use of the Hospital Confinement and Surgical Review Program.
- ↓ Amounts in excess of reasonable and customary charges
- ↓ Premium sharing costs
- ↓ Expenses under the Prescription Drug Plan.
- ↓ Expenses under the Dental Plan
- ↓ Expenses under any Vision Plan
- ↓ Any co-pay of \$25 or under

Lifetime Maximum*

(For expenses incurred beginning January 1, 1999. \$1,000,000 then 80% coverage thereafter with maximum out of pocket of \$3,000 per individual/per year.

Lifetime Maximum Benefit

The Health and Prescription Drug Plans have a combined maximum lifetime benefit for each qualified participant of \$1,000,000. All charges, of any kind, paid for by the plan on your behalf, during your employment with the Town or as a retiree or in any other covered capacity will be counted towards this lifetime maximum. Likewise, all charges, of any kind, paid for the plan during the time of dependents coverage by the plan will be counted towards the dependents lifetime maximum.

Once you or your dependent reach the \$1,000,000 lifetime maximum, the plan will pay, after applicable co-pays and deductibles, 80% of the cost of covered charges and you will pay 20% of the cost of covered charges. There is a maximum out of pocket limit of \$3,000 per individual per calendar year after you have reached the \$1,000,000 lifetime maximum. This provision includes the combined coverage provided by the Health Plan and the Prescription Drug Plan.

Payment for any use of any non-network health provider will be made in accordance with the plan's covered services and reasonable and customary charges. The Town will only accept provider bills for up to the 90th percentile of the reasonable and customary charges. Any charges required by the provider beyond that amount are your responsibility.

Payment for any use of any non-network prescription drug provider will only be made in accordance with the Prescription Drug Plan provisions. In general, this means that you will pay 100% of the claim and submit the bill to the prescription drug plan administrator (currently PCS) for reimbursement. The Plan administrator will reimburse you 80% of the bill after allowable co-pays and deductibles.

Covered maximums up to a certain number of days/visits per calendar year are reached by combining in-network and out-of-network benefits up to a limit shown. (Example, if in-network benefit is for 60 days and out-of-network benefit is for 60 days, the maximum benefit is 60 days, not 120 days).

Benefits Available If Residing in an Out-of-Network Service Area:

Employees, retirees, or eligible dependents who reside, or have covered children residing out-of-state, including college residence, and are not in the Network Service Area will be afforded benefits as follows:

A. Deductibles

(same as applied in out-of -network benefit)

1. \$250 – Individual
2. \$500 – Individual + one (\$250 per individual, not to exceed \$500 total)
3. \$750 – Family (\$250 per individual, not to exceed \$750 total)

B. Co-pays

1. \$ 25 - Emergency Room (waived if admitted)
2. \$ 15 - for all other services (same as applied in network benefit)

C. Benefits defined and paid as a network benefit.

If you are in a Network Service Area but choose to go to an out-of-network provider, you shall be afforded benefits at the out-of-network benefit rate.

For purposes of this provision, one is considered to be out of the Network Service Area if there is not a general hospital that is in the network within a twenty-five (25) mile radius of one's place of residence, as measured by straight line on a geographic map, not actual road travel distance.

If you are traveling or vacationing out of state and require Emergency Room treatment for a medical emergency, you will be afforded benefits as applied in network.

Subrogation

The Town has the right to any payment received for expenses covered under the plan.

BENEFIT		NETWORK	OUT OF NETWORK
Prescription Drugs		\$ 5 co-pay for generic drugs	80% coverage with a minimum of \$5 for generic drugs, \$15 for sole source drugs and \$30 for brand drugs.
		\$ 15 co-pay for sole source drugs	
		\$ 30 co-pay for brand drugs	
		<u>Mail Order</u>	
		\$ 10 co-pay for generic drugs	
		\$ 25 co-pay for sole source drugs	
		\$ 30 co-pay for brand drugs	

* Subject to change with Contract Negotiations, see most recent union contract for accurate amounts.

FAMILY AND MEDICAL LEAVE POLICY

Personal		Service Status		Employee Due to Active Military Duty		Family Member	
ISSUES	Condition	Birth, Adoption, or Foster Care	Condition of Child, Parent or Spouse	Same	Same	Same	Same
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the fiscal year.		Same	Same	Same	Same	Same
Effective Date	August 5, 1993 for non-bargaining unit members; February 5, 1994 for all others.	Same	Same	Same	Same	Same	Same
Maximum Leave	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	26 weeks/12 month period*	
Who Qualifies?	Individual employee.	All circumstances that may fall under the terms "birth or adoption of a child" Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	Biological child, adopted child, foster child, legal ward, or a child of a person standing in loco parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse as defined in state statute.	Employee's spouse, son, daughter, or parent who is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation Spouse as defined in state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age.	Individual employee who is the spouse, son, daughter, parent, or next of kin of the servicemember Spouse as defined in state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age. Next of kin is the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter. Priority defined in regulations, unless another is specifically designated in writing		

ISSUES		Personal Serious Health Condition	Birth/Adoption or Parent Care	Serious Health Condition of Child Parent or Spouse	Family Member	Family Member
Who Qualifies (continued)						May require reasonable documentation of family relationship
Serious Health Condition Defined	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days] Workers' Compensation leave taken shall count toward FMLA leave. Pregnancy Leave taken shall count toward FMLA leave.	N/A		Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.	N/A	Illness or injury incurred by a covered servicemember in the line of duty on active duty that renders the servicemember medically unfit to perform the duties of his/her office, grade, rank or rating. Undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status; or otherwise on the temporary disability retired list.
Qualifying Events Defined	N/A	N/A	N/A	N/A	Short notice deployment (seven or less days prior to date of deployment); Military events and related activities; Child care and school activities; Financial and legal arrangements; Counseling; Rest and recuperation leave (up to 5 days for each rest and recuperation leave period); Post deployment activities (up to 90 days following termination of active	N/A

ISSUES		Personal Serious Health Condition	Birth Adoption of Foster Care	Serious Health Condition of Child Parent or Spouse	Eligible Parent/Child Military Duty or Early Member	Eligible Parent/Child Military Duty or Early Member
Qualifying Employee Bereaved (continued)					duty status); or Other related activities arising out of the military service member's service.	
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced only if employer agrees. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced leave schedule basis and consistent with the qualifying exigency Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.	Same	Same	Same	Same	Same
Provision(s) (Both Spouses) Work for the Town	12 weeks leave each for their respective personal serious health condition(s).	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment.	Same	Same	Same	Same	Same

Personal Sick Leave Certification ISSUES		But Solution of Being Care	Sick Leave Condition of Child Parent of Spouse	Extended Due to Care Unpaid Duty of Family Member	Family Member Sick Leave Parent of Spouse
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same	Same	Same
Medical Certificate (Upon Return)	Yes. Certification for illnesses of more than 5 consecutive days should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).	N/A	Yes. Certification for illnesses of more than 5 consecutive days should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request. <u>NOTE:</u> The use of family sick days shall be in accordance with existing collective bargaining agreement.	Yes. Certification to support the need for leave requested including a copy of the active duty orders or other documentation issued by the military, plus any document supporting the specific need for leave.	Yes. Certification for illness or injury should include the name, address, and appropriate contact number of the health care provider, the type of medical practice, the medical specialty, whether the injury or illness was incurred in the line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period of time, beginning and ending dates, medical necessity for periodic care, and medical necessity for <u>NOTE:</u> The use of family sick days shall be in accordance with existing collective bargaining agreement.
Second @ 30 days	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer, the employer and employee must agree on the provider, and the employer must	N/A	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer, the employer and employee must agree on the provider, and the employer must	N/A	N/A

ISSUES	Personal Serious Health Condition		Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse		Exigency Due to Active Military Duty of a Family Member	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Second Opinions (continued)	not employ the provider on a regular basis. Decision of the third opinion is final.				not employ the provider on a regular basis. Decision of the third opinion is final.		
Certification For Return to Work	Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave.	Same (in cases of birth)		N/A	N/A	N/A	N/A
Relationship to Paid Leave	Employee must utilize accrued sick leave, then may request unpaid leave for the duration of the medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	<u>If employee is birth mother:</u> Accrued sick leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act. <u>Other employees requesting leave:</u> Employees may use up to 10 family sick days and request unpaid leave for the duration of the leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	<u>If employee is birth mother:</u> Accrued sick leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act. <u>Other employees requesting leave:</u> Employees may use up to 10 family sick days and request unpaid leave for the duration of the leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	Employee may use up to 10 family sick days in accordance with existing collective bargaining agreement, then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave or available personal business leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	Employee may use up to 10 family sick days in accordance with existing collective bargaining agreement, then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	Employee may use up to 10 family sick days in accordance with existing collective bargaining agreement, then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	Employee may use up to 10 family sick days in accordance with existing collective bargaining agreement, then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.

<p> Personal Services Team Condition Birth, Adoption, or Foster Care Child Health Condition of Care Primary Support Emergency Birth, Adoption, or Foster Care </p>						
ISSUES	Condition	Birth, Adoption, or Foster Care	Child Health	Condition of Care	Primary Support	Emergency Birth, Adoption, or Foster Care
Maintenance of Health Benefits	The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or bargaining unit agreement.	The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or bargaining unit agreement.	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care
Life Insurance	The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same	Same	Same	Same
Long-Term Disability Insurance	The employee's long term disability coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same	Same	Same	Same
Sick and Vacation Accruals	Sick and vacation accruals will be adjusted downward for any month in which the employee is not in pay status for the entire month.	Same	Same	Same	Same	Same
Pay Savings Plan Benefits	Employee contributions to Medical and/or Dependent Care Reimbursement Accounts (if any) will be suspended for the duration of any unpaid leave. Expenses	Same	Same	Same	Same	Same

